

## GENERAL TERMS AND CONDITIONS – HOLLAND BUS TRADING B.V.

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### 1. Definitions and applicability

#### 1.1 Definitions

In these general terms and conditions, the following terms shall have the following meanings:

HBT: Holland Bus Trading B.V., established in Ridderkerk.

Counterparty: the natural or legal person acting in the exercise of a profession or business who enters into an Agreement with HBT.

Agreement: any agreement between HBT and the Counterparty relating to the purchase and sale of Vehicles and/or related activities or services.

Vehicle(s): touring coaches, buses, minibuses and related vehicles, including accessories, parts and appurtenances.

Consignor: the third party who offers a Vehicle to HBT for sale on consignment.

In Writing: by letter, e-mail or other electronic means of communication that allow for durable recording.

#### 1.2 Applicability

These general terms and conditions apply to all offers, quotations, Agreements, deliveries, consignment relationships, activities and invoices of HBT, as well as to all legal relationships arising therefrom or related thereto.

#### 1.3

These general terms and conditions apply exclusively to business transactions (B2B). The Counterparty declares that it acts solely in the exercise of a profession or business. Transactions with consumers are expressly excluded.

#### 1.4

The applicability of general (purchase) conditions or other conditions of the Counterparty is expressly rejected, even if reference is made thereto in correspondence or documents of the Counterparty.

#### 1.5

Deviations from these general terms and conditions shall only be valid if expressly confirmed by HBT In Writing.

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## 2. Offers and formation of Agreement

### 2.1

All offers and price quotations of HBT are non-binding and shall only be regarded as an invitation to negotiate. An offer does not imply reservation or exclusivity. HBT reserves the right to sell a Vehicle to a third party as long as no Agreement has been concluded.

### 2.2

Obvious errors, typing errors, mistakes or inaccuracies in offers, quotations or other communications are not binding upon HBT.

### 2.3

An Agreement shall only be concluded after written confirmation by HBT, including confirmation by e-mail or a purchase agreement signed by both parties.

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## 3. Prices, payment and security

### 3.1

All prices are exclusive of VAT, taxes, levies and costs, unless expressly stated otherwise.

### 3.2

Unless agreed otherwise In Writing, full payment must be received prior to delivery or collection of the Vehicle.

### 3.3

In the event of late payment, the Counterparty shall be in default by operation of law and without further notice of default. From the due date, the Counterparty shall owe interest of 1% per month on the outstanding amount, whereby part of a month shall count as a full month. In addition, all extrajudicial and judicial (collection) costs actually incurred by HBT shall be borne in full by the Counterparty, with a minimum of EUR 750 in extrajudicial costs.

### 3.4

HBT is entitled to suspend its obligations as long as full payment has not been received.

### 3.5

Delivery periods stated by HBT are indicative and shall not be regarded as binding or strict deadlines. Exceeding a delivery period shall not entitle the Counterparty to compensation, termination of the Agreement or suspension of payment obligations. HBT shall only be in default after it has been given written notice of default by the Counterparty and granted a reasonable period to perform.

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#### 4. Retention of title

##### 4.1

All delivered Vehicles shall remain the property of HBT until the full purchase price has been paid.

##### 4.2

If the Counterparty fails to fulfil its payment obligations, HBT shall be entitled to repossess the Vehicle, wherever it may be located. The Counterparty is obliged to fully cooperate and grant HBT access to the location where the Vehicle is situated. All costs involved shall be entirely at the expense and risk of the Counterparty.

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#### 5. Delivery, collection and transfer of risk

##### 5.1

Delivery shall take place by collection by or on behalf of the Counterparty at HBT's place of business, unless expressly agreed otherwise in the Agreement.

##### 5.2

The risk of the Vehicle shall transfer to the buyer at the moment of collection or transfer to a carrier.

##### 5.3

Any damage during or after transport shall be entirely at the expense and risk of the Counterparty from the moment of transfer of risk. The Counterparty is obliged to arrange adequate insurance for the Vehicle from that moment. If HBT arranges transport or insurance at the request of the Counterparty, this shall be at the expense and risk of the Counterparty, unless the damage is the result of intent or deliberate recklessness of HBT.

##### 5.4

If the Vehicle is not collected at the agreed time of collection, HBT shall be entitled to charge storage costs of EUR 50 per calendar day from that moment. If collection has not taken place within 14 calendar days after the agreed collection date, HBT shall be entitled to consider the Agreement terminated and sell the Vehicle to a third party, without prejudice to HBT's right to compensation.

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#### 6. Condition of the Vehicle, inspection and warranty

##### 6.1

Vehicles are sold in the condition in which they are found ("as is, where is").

##### 6.2

The buyer declares that it has inspected the Vehicle or has been given the opportunity to do so.

### 6.3

For used Vehicles – including Vehicles sold on consignment – HBT provides no warranty, unless expressly agreed otherwise In Writing.

### 6.4

For new Vehicles, only the warranty provided by the relevant manufacturer and/or chassis builder shall apply. The content, duration and conditions of such warranty depend on the relevant supplier and shall be communicated to the Counterparty upon sale. HBT provides no additional or own warranty, unless agreed otherwise In Writing.

### 6.5

Test drives shall only take place with prior permission of HBT and shall be entirely at the expense and risk of the Counterparty. In this context, Counterparty shall also include any person who performs a test drive on behalf of or under the responsibility of the Counterparty. HBT is entitled to register and photograph a valid identification document of the test driver. This data shall be retained solely for handling any fines, damages or claims and shall be stored for a maximum of six (6) months.

### 6.6

All damage occurring during or as a result of a test drive shall be entirely at the expense of the Counterparty. The damage must first be settled through the insurance of the test driver. If and insofar as the insurance does not provide full coverage, the Counterparty shall remain fully liable for the remaining amount of damage, including any deductibles.

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## 7. Liability

### 7.1

HBT shall only be liable for direct damage that is the direct and demonstrable result of an attributable failure in the performance of the Agreement or activities carried out by HBT. In the case of maintenance or service work, HBT shall only be liable for the proper performance of the specifically executed work and not for pre-existing defects or any damage resulting therefrom.

### 7.2

Any liability of HBT shall in all cases be limited to the amount paid out under HBT's business liability insurance in the relevant case.

### 7.3

If and insofar as no payment is made under the aforementioned insurance, any liability of HBT shall be limited to the net invoice amount of the relevant Vehicle or the relevant activities, with an absolute maximum of EUR 5,000 per event.

### 7.4

Liability for indirect damage, consequential damage, loss of profit, business interruption, reputational damage or lost savings is expressly excluded. The limitations of liability set out

in this article shall not apply in the event of intent or deliberate recklessness of HBT or its executive management.

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## 8. Cancellation and refusal to accept

### 8.1

In the event of cancellation of the Agreement or refusal to accept by the Counterparty, other than due to an attributable failure of HBT that justifies termination, the Counterparty shall owe HBT an immediately payable compensation of 20% of the agreed purchase price, with a minimum of EUR 2,000.

### 8.2

This compensation serves to cover costs incurred and lost margin by HBT. To the extent permitted by law, HBT reserves the right to claim additional damages, solely if and insofar as the actual damage suffered demonstrably exceeds the amount referred to in article 8.1.

### 8.3

The Counterparty shall be entitled to terminate the Agreement if HBT, after written notice of default granting a reasonable period for performance, culpably fails to fulfil its obligations.

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## 9. Export and international sale

### 9.1

In the case of export sales, HBT shall, if expressly agreed, arrange the Dutch export formalities, including deregistration with the RDW and preparation of export documentation. At the buyer's request, HBT may also arrange export license plates and related insurance. All related costs shall be entirely borne by the buyer. HBT is entitled to invoice these costs in advance and to make execution conditional upon full prepayment. The activities referred to in this article constitute a best efforts obligation; HBT cannot guarantee acceptance, admission or registration in the country of destination.

### 9.2

The buyer shall at all times be responsible for importation, admission, registration, taxes, levies and compliance with laws and regulations in the country of destination. HBT shall not be liable for refusal of import or registration, changes in legislation, additional requirements or delays at governmental authorities.

### 9.3

The risk of the Vehicle shall transfer to the buyer:

- (a) in the case of collection by or on behalf of the buyer: at the moment of actual handover;
- (b) in the case of delivery by HBT to a carrier: at the moment of transfer to such carrier;
- (c) in the case of transport by ship: at the moment the Vehicle is handed over by or on behalf of HBT to the shipping or vessel company.

#### 9.4

Application of the 0% VAT rate shall only take place if and insofar as the buyer timely provides all legally required supporting documentation. If such documentation is missing, incomplete or does not meet fiscal requirements, HBT shall be entitled to invoice the VAT due to the buyer alsnog.

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### 10. Consignment

#### 10.1

If a Vehicle is offered to HBT for sale on consignment by a third party (hereinafter: the "Consignor"), the Vehicle shall remain the property of the Consignor until the Vehicle has been sold to a buyer and the full purchase price has been received by HBT.

#### 10.2

In the case of consignment, HBT acts solely as an intermediary between the Consignor and the buyer. HBT shall not be liable for the failure to sell, the level of the sale price or the creditworthiness of the buyer, except in the event of intent or deliberate recklessness on the part of HBT.

#### 10.3

The Consignor guarantees the accuracy and completeness of all information provided regarding the Vehicle, including but not limited to mileage, maintenance history, damage history and technical condition, and shall indemnify HBT against all third-party claims arising therefrom.

#### 10.4

Unless agreed otherwise In Writing, the risk, insurance, taxes and other charges relating to the Vehicle during the consignment period shall remain at the expense and risk of the Consignor. HBT shall not be liable for damage, loss or depreciation of the Vehicle during the consignment period, except in the event of intent or deliberate recklessness.

#### 10.5

HBT shall be entitled to deduct the agreed commission, costs and expenses incurred from the sale proceeds before paying the remaining balance to the Consignor.

#### 10.6

A buyer of a consignment Vehicle may not derive any rights against HBT from the consignment relationship between HBT and the Consignor.

#### 10.7

HBT shall be entitled to terminate the consignment relationship at any time In Writing. Upon termination, the Consignor shall be obliged to immediately collect the Vehicle, failing which HBT shall be entitled to charge reasonable storage costs.

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## 11. Force majeure

### 11.1

HBT shall not be obliged towards the Counterparty to fulfil any obligation if it is wholly or partially prevented from doing so as a result of force majeure.

### 11.2

Force majeure shall mean any circumstance beyond the reasonable control of HBT as a result of which performance of the Agreement cannot reasonably be required from HBT. This shall include, but is not limited to: governmental measures, sanctions, import or export restrictions, changes in laws or regulations, transport impediments, strikes, supply issues at suppliers, failure of third parties, illness or absence of personnel, disruptions in communication systems, fire, extreme weather conditions and other operational disruptions.

### 11.3

In the event of force majeure, HBT shall be entitled to suspend its obligations for the duration of the force majeure situation. If the force majeure situation continues for more than thirty (30) days, HBT shall be entitled to terminate the Agreement in whole or in part without being liable for any compensation. Any services already performed by HBT may be invoiced separately.

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## 12. Complaints

### 12.1

The Counterparty is obliged to inspect the Vehicle immediately and carefully upon delivery. Any complaints must be submitted to HBT in writing and substantiated no later than seven (7) calendar days after delivery, failing which the Vehicle shall be deemed to have been irrevocably accepted.

### 12.2

Used Vehicles are sold in the condition in which they are at the time of delivery, without any warranty, unless expressly agreed otherwise In Writing. Normal wear and tear, age, mileage, signs of use or maintenance condition shall never constitute grounds for a complaint.

### 12.3

With regard to new Vehicles, only the warranty provided by the manufacturer shall apply. HBT provides no additional or own warranty, unless agreed otherwise In Writing. Complaints shall not suspend the Counterparty's payment obligations.

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## 13. Images, specifications and information

### 13.1

All images, photographs, videos, descriptions, specifications, mileage indications, technical data and other information provided by HBT on the website, in advertisements, quotations or other communications are intended solely for general information and indication.

### 13.2

No rights may be derived from the aforementioned information. Deviations in colour, version, equipment, technical specifications or condition of the Vehicle shall not entitle the Counterparty to termination, compensation or price reduction, unless expressly agreed otherwise In Writing.

### 13.3

The Counterparty acknowledges that, as a professional party, it is required to independently investigate the condition, specification and suitability of the Vehicle. Any inaccuracies or incompleteness in promotional material shall not constitute grounds for invoking error, non-conformity or misrepresentation, to the extent permitted by law.

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## 14. Governing law and competent court

### 14.1

All Agreements between HBT and the Counterparty, as well as all legal relationships and disputes arising therefrom or related thereto, shall be exclusively governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

### 14.2

The court of Rotterdam shall have exclusive jurisdiction to hear disputes between HBT and the Counterparty, including disputes arising out of or in connection with the Agreement, unless HBT chooses to submit the dispute to another court having jurisdiction under applicable law.

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## 15. Final provision

### 15.1

HBT reserves the right to unilaterally amend these general terms and conditions. The most recent version shall apply to new Agreements and is available upon request.

### 15.2

The Counterparty is not entitled to assign or transfer its rights and obligations under the Agreement, in whole or in part, to third parties without the prior written consent of HBT. If any provision of these general terms and conditions is null and void or voidable, the remaining provisions shall remain in full force and effect, and the parties shall agree on a replacement

provision that aligns as closely as possible with the purpose and intent of the original provision.

### 15.3

In the event of any conflict between the Agreement and these general terms and conditions, the Agreement shall prevail. Provisions which by their nature are intended to survive termination shall remain in full force and effect after termination.